

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1998A12483/1998A13879
	§	
vs.	§	
	§	
Jacqueline F. Dunn		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident Washtenaw County, Michigan within the jurisdiction of this Court and may be served with service of process at 1438 Chestnut Drive, Apt. 5, Ypsilanti, Michigan 48197.

The Debt

First Cause of Action - Claim Number: 1998A12483

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,392.52
B. Current Capitalized Interest Balance and Accrued Interest	\$1,804.39
C. Administrative Fee, Costs, Penalties	\$0.00

D. Attorneys fees	\$0.00
Total Owed - Claim Number 1998A12483	\$3,196.91

Second Cause of Action - Claim Number: 1998A13879

4. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$606.67
B. Current Capitalized Interest Balance and Accrued Interest	\$828.51
C. Administrative Fee, Costs, Penalties	\$0.00
D. Attorneys fees	\$0.00
Total Owed - Claim Number 1998A13879	\$1,435.18

TOTAL OWED (Claim Numbers 1998A12483 and 1998A13879) \$4,632.09

The Certificate of Indebtedness, attached as Exhibit "A" and "B", show the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 10.000% per annum or \$0.38 per day on Claim Number 1998A12483 and 9.130% per annum or \$0.15 per day on Claim Number 1998A13879.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 and 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)

Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

JACQUELINE F. DUNN
AKA: JACQUELINE DUNN
2302 ELLSWORTH APT 304
YPSILANTI, MI 48197-4857

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 7/13/98.

On or about 8/10/89 the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Bank Of Horton, Horton, KS at 10.00 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$1,207.50 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 3/19/91, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,520.86 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 6/9/96, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$1,078.40 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$	1,392.52
Interest:	\$	26.62
Administrative/Collection Costs:	\$	0.00
Late fees	\$	0.00

Total debt as of 7/13/98	\$	1,419.14
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Interest accrues on the principal shown here at the rate of \$0.38 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 7/17/98

Name: Jacinda Mataloni

Title: Loan Analyst

Branch: Litigation Branch

BANK OF HORTON

MAR 9 1

STAFFORD LOAN APPLICATION AND PROMISSORY NOTE

Ar L/S

SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number	2. Last Name Dunn	First Name Isaquineline	Middle Initial F	3. Birthdate
4. Permanent Home Address 19974 Washburn		City, State, Zip Code Detroit, Michigan, 48221		5. Area Code/Telephone No. 313-342-8524
6. United States Citizenship Status (Check One) (See Instructions) <input checked="" type="checkbox"/> a. U.S. Citizen/National <input type="checkbox"/> b. Eligible non-citizen (Alien #) (Include COPY of front and back of card) <input type="checkbox"/> c. Neither of the above	7. You are a permanent resident of what state? Mo. Year State: MI Since: 03/66		8. State of Driver's License Driver's Lic. #: N/A State of Veh. Reg.: N/A Since:	
9. Loan Period From 08/89 To 01/90	10. Loan Amount Requested \$2625	11. Major course of study Word Processing	12. List post secondary institutions you have attended including dates: N/A	
13. Have you ever defaulted on a Stafford Loan, PLUS/SLS or Consolidation Loan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", see instruction		14. Have you received a Stafford Loan, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1988? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
15. List below all Stafford Loan, PLUS/SLS and Consolidation Loans. Do Not include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".				
Name of Lender		City and State of Lender		Loan Type
NONE				
Loan Period Beginning Date		Interest Rate		Unpaid Balance
Mo. Year		%		\$
Mo. Year		%		\$
16. Wisconsin Residents Only. Marital Status: <input type="checkbox"/> married <input type="checkbox"/> unmarried or <input type="checkbox"/> legally separated				
If married, spouse's name and address:				
17a. Parent or Guardian (If deceased, other relative)		17b. Other Relative (not living at 17a or 17c or 4)		17c. Other Relative or Friend (not living at 17a or 17b or 17c)
Name: Donna Dunn	Relationship: Sister	Name: Billie Dunn	Relationship: Mother	Name: Linda Dunn
Address: 19974 Washburn		Address: 16838 Balis		Address: 16838 Balis
City/State/Zip: Detroit, Michigan, 48221		City/State/Zip: Detroit, Mich. 48221		City/State/Zip: Detroit, MI 48221
Area Code/Telephone No.:		Area Code/Telephone No.		Area Code/Telephone No.
Place and City of Employment Student		Place and City of Employment none		Place and City of Employment none

Promissory Note for a Stafford Loan

1. Promise To Pay I, called Maker identified in Section 1, Item 2 and "Endorser," if any, identified in Section 1, Item 18c, promise to pay to the lender identified in Section 3, Item 35, when this note becomes due as set forth in paragraph 5 (on reverse side), the sum of

Five thousand six hundred twenty-five DOLLARS

18a. Requested Loan Amount - Must be the same as Item 10
\$2625.00 or such lesser amount as is advanced to me and identified to me in the Stafford Loan Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 3 (on reverse side) and on the Stafford Loan Disclosure Statement. If I am not satisfied with the terms of the loan on the Stafford Loan Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the Stafford Loan Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.

NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE EVEN IF OTHERWISE ADVISED. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

18b. Maker's Signature (Seal) 8/10/89

18c. Endorser's Signature (Seal) Date

Endorser's Name (Please Print)

Endorser's Soc. Sec. No. Endorser's Address

SECTION 2-TO BE COMPLETED BY THE SCHOOL (See back of "School Copy C" for Instructions)

19. Name of School Michigan Computer Inst. 20755 Champaign Southfield, MI	20. Address 20755 Champaign Southfield, MI	City, State, Zip Code 48075	21. Area Code/Telephone No. (313) 443-59
22. School Code 023267	23. Enrollment Status full-time	24. Dependency end.	25. Loan Period From 8/89 To 1/90
26. Grade 1	27. Anticipated Grad. Mo. Year 1/90	28. Est. Cost of \$10,89	
29. Est. Fin. Aid \$3478	30. E.F. Contribution \$22	31. Approved Loan Amount \$2625	32. 1st Disbursement Date Mo. Day Year 8/23/89
			33. 2nd Disbursement Date Mo. Day Year

I have read and understand the terms of the "School's Certification" printed on the REVERSE SIDE of this application.

34. Signature of School Official
Deborah Squirewell / P.A. Deborah Squirewell / P.A. 8/16/89

SECTION 3-TO BE COMPLETED BY THE LENDER

35. Name of Lender Bank of Horton	36. Street Address 108 E. 8th St.	City, State, Zip Code Horton, KS 66439	40. 1st Disbursement Amount \$
37. Lender Code 804346	38. Entity Number	39. Area Code/Telephone No. (913) 486-2851	41. 2nd Disbursement Amount \$
			42. Total Amount Approved \$2625.00
43. Signature of Student Loan Official Ann McGregor			44. LENDER COPY A 8-21-89

UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY TO: Great Lakes Processing Co. P.O. Box 7861, Madison, WI

I CERTIFY UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE
Harvey B. Young 07/14/98
NAME DATE

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

JACQUELINE F. DUNN
AKA: JACQUELINE DUNN
2302 ELLSWORTH APT 304
YPSILANTI, MI 48197-4857

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 7/13/98.

On or about 8/10/89 the borrower executed promissory note(s) to secure loan(s) of \$1,178.00 from Bank Of Horton, Horton, KS at 9.13 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$571.33 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 12/11/90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$734.18 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 6/9/96, assigned its right and title to the loan(s) to the Department.

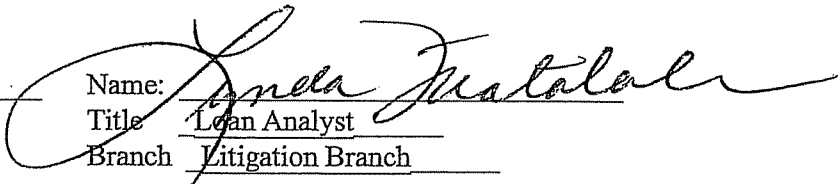
Since assignment of the loan, the Department has received a total of \$407.60 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$	606.67
Interest:	\$	121.66
Administrative/Collection Costs:	\$	0.00
Late fees	\$	0.00
Total debt as of 7/13/98	\$	728.33

Interest accrues on the principal shown here at the rate of \$0.15 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: _____

Name: 
Title: Loan Analyst
Branch: Litigation Branch

BANK OF HORTON

SUPPLEMENTAL LOANS FOR STUDENTS APPLICATION AND PROMISSORY NOTE

SECTION 1-T O BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number	2. Last Name Dunn	First Name Jacqueline	Middle Initial F	3. Birthdate
4. Permanent Home Address 19974 Washburn		City, State, Zip Code Detroit, Michigan, 48221		5. Area Code/Telephone No. 313-342-8521
6. United States Citizenship Status (Check One) (See Instructions) <input checked="" type="checkbox"/> a. U.S. Citizen/National <input type="checkbox"/> b. Eligible non-citizen (Alien #) (Include COPY of front and back of card) <input type="checkbox"/> c. Neither of the above	7. You are a permanent resident of what state? State: Mich. Since: 03/16/63		8. State of Driver's License Driver's Lic. #: N/A Since: State of Veh. Reg.: Since:	
9. Loan Period From 08/15/99 To 07/19/00	10. Loan Amount Requested \$ 1178	11. Major course of study Word Processing	12. If you or the person you are borrowing for is eligible, do you wish a deferment? (See instructions) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
13. Have you ever defaulted on a Stafford Loan, PLUS/SLS or Consolidation Loan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", see instruction		14. Have you received a Stafford Loan, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1988? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
15. List below all Stafford Loan, PLUS/SLS and Consolidation Loans. Do Not include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".				
Name of Lender		City and State of Lender	Loan Type	Loan Period Beginning Date Mo. Year
None				Mo. Year
				Mo. Year
16. Wisconsin Residents Only. Marital Status: <input type="checkbox"/> married <input type="checkbox"/> legally separated		If married, spouse's name and address: N/A		
17a. Parent or Guardian (If deceased, other relative) Name: Donna Dunn Address: 19974 Washburn City/State/Zip: Detroit, Michigan 48221 Area Code/Telephone: Place and City of Employment: None		17b. Other Relative (not living at 17a or 17c or 4) Name: Billie Dunn Address: 16838 Balis City/State/Zip: Detroit, MI 48221 Area Code/Telephone No.: Place and City of Employment: None		17c. Other Relative or Friend (not living at 17a or 17b) Name: Linda Dunn Address: 16838 Balis City/State/Zip: Detroit, MI 48221 Area Code/Telephone: Place and City of Employment: None

Promissory Note for a SLS Loan

1. Promise To Pay I, called Maker identified in Section 1, Item 2 and "Endorser," if any, identified in Section 1, Item 18c, promise to pay to the lender identified in Section 3, Item 35, when this note becomes due as set forth in paragraph 6 (on reverse side), the sum of

One thousand one hundred twenty eight DOLLARS

18a. Requested Loan Amount - Must be the same as Item 10

(\$ 1178) or such lesser amount as is advanced to me and identified to me in the SLS Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 3 (on reverse side) and on the SLS Disclosure Statement. If I am not satisfied with the terms of the loan on the SLS Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the SLS Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.

NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE! EVEN IF OTHERWISE ADVISED, YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

18b. Maker's Signature (Borrower)
Jacqueline Dunn (Seal) 8/10/99

18c. Endorser's Signature (Seal) Date

Endorser's Name (Please Print)

Endorser's Soc. Sec. No.

Endorser's Address

SECTION 2-T O BE COMPLETED BY THE SCHOOL (See back of "School Copy C" for Instructions)

19. Name of School Michigan Computer Inst.	20. Address 20755 Greenfield Southfield, MI 48075	City, State, Zip Code Southfield, MI 48075	21. Area Code/Telephone No. (313) 443-5400
22. School Code 023217	23. Enrollment Status Full Time	24. Dependency Ind.	25. Loan Period From 8/8/99 To 1/3/00
26. Grade 1	27. Anticipated Grad. Mo. Year 1/90	28. Est. Cost of \$ 1084	
29. Est. Fin. Aid \$ 4925	Great Lakes Use Only	30. Approved Loan Amount \$ 1178	31. 1st Disbursement Date 8/8/99
		32. 2nd Disbursement Date Mo. Day Year 8/23/99	

I have read and understand the terms of the "School's Certification" printed on the REVERSE SIDE of this application.

33. Signature of School Official
Deborah Squirewell (Seal) Print Name and Title
Deborah Squirewell / Dir. FA. 8/16/99

SECTION 3-T O BE COMPLETED BY THE LENDER

34. Name of Lender Bank of Horton	35. Street Address 108 E. 8th St.	City, State, Zip Code Horton, KS 66439	36. Lender Code 804346	37. Entity Number	38. Area Code/Telephone No. (913) 486-2851	39. 1st Disbursement Amount \$	40. 2nd Disbursement Amount \$	41. Total Amount Approved \$ 1178.00
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LENDER
COPY A

UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY: Great Lakes Processing

I CERTIFY UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE

NAME

DATE

Mary B. Young 07/14/98